

The undersigned newspaper distributor, hereinafter referred to as DISTRIBUTOR, desires to place and maintain a **newspaper** and newspaper vending machine, hereinafter referred to as "Machine", at certain identified safety roadside rest areas owned and operated by the State of California, Department of Transportation, hereinafter referred to as STATE. DISTRIBUTOR agrees that the following conditions apply:

1. DISTRIBUTOR shall comply with the applicable provisions of the California Administrative Code and directions from the STATE as to the location and placement of each Machine and including its associated pedestal.
2. DISTRIBUTOR shall indemnify, protect and hold harmless the STATE, its officers and employees from all claims for injury to persons or damage to property by reason of the presence, location and/or maintenance of the Machine on STATE property, or by reason of claims based on acts of DISTRIBUTOR'S agents, employees or workers.
3. Maintenance of the Machine shall be the sole responsibility of DISTRIBUTOR, including any replacement or repair of Machine stolen or damaged by vandalism. DISTRIBUTOR shall begin to make necessary repairs within 48 hours after receipt of written or oral notification by STATE.
4. In the course of servicing a Machine, DISTRIBUTOR shall not deposit in or about any safety roadside rest area any wrapping paper, tying material or other litter, except to dispose of such material in a receptacle intended for that purpose. Any material that cannot be disposed of in available receptacles shall be immediately removed from the premises by DISTRIBUTOR.
5. If the distribution of newspaper is discontinued for thirty consecutive days, DISTRIBUTOR shall remove the Machine and restore the site to its original condition.

If the Machine to be removed is on a pedestal shared with other machines, DISTRIBUTOR shall modify the pedestal to properly accommodate the remaining machines.

If, after such discontinuance, or if the terms of this Agreement are violated, and DISTRIBUTOR fails to remove the Machine and restore the site within ten days after reasonable notice and demand, STATE may thereafter remove the Machine and restore the site to its original condition and DISTRIBUTOR agrees to reimburse the STATE for the reasonable costs of that removal and restoration.

6. STATE reserves the right to close, temporarily or permanently, the safety roadside rest area for any reason without notification to the DISTRIBUTOR.
7. This Agreement shall commence on _____ 20____, and shall terminate on _____ 20____

The parties agree that only the following newspaper may be distributed:

NAME OF REST AREA(S)	TRAVEL DIRECTION	NEWSPAPER NAME

COMPANY NAME	CONTACT PERSON	PHONE NUMBER
ADDRESS	E-MAIL ADDRESS	

DISTRIBUTOR'S SIGNATURE



DISTRICT USE ONLY

DISTRICT REST AREA COORDINATOR'S NAME	PHONE NUMBER
DISTRICT REST AREA COORDINATOR'S SIGNATURE	E-MAIL ADDRESS

